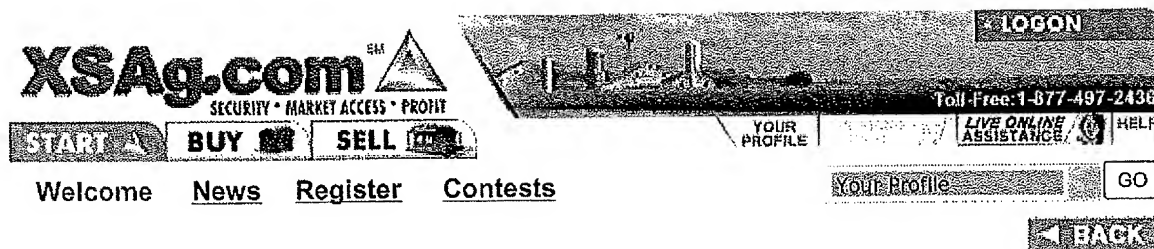


## **Attachment B**



Last Revised: 4/28/2000

## User Agreement

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Welcome to XS, Inc.'s User Agreement. This Agreement helps keep XS, Inc.'s web site a safe place to buy and sell. The web site is built on trust, and this Agreement helps promote that trust among all members of our site. This agreement applies to and governs your use of any and all Websites owned or operated by XS, Inc.

THE FOLLOWING DESCRIBES THE TERMS ON WHICH XS, Inc. OFFERS YOU ACCESS TO OUR SERVICES. ANY BUY OR SELL OFFER YOU TENDER ON THIS SITE, OR YOUR PRESSING THE "I AGREE" BUTTON AT THE BOTTOM OF THE PAGE, INDICATES THAT YOU ACCEPT THE TERMS AND CONDITIONS BELOW. IF YOU DO NOT ACCEPT ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, CLICK ON THE "I DECLINE" BUTTON AND DO NOT USE ANY OF THE SERVICES OF THE XSAg.com SITE. If you have any questions regarding this Agreement, please contact [Webmaster@XSInc.com](mailto:Webmaster@XSInc.com).

We may amend this Agreement at any time by posting the amended terms on our site. The amended terms are effective 30 days from posting on our site. This Agreement may not be otherwise amended except in writing signed by both parties.

1. Eligibility for Membership. Our services are available only to individuals who can form legally binding contracts under applicable law. Without limiting the foregoing, our services are not available to minors. If you do not qualify, please do not use our services.
2. Policies: As a user of the site, you agree to support and in all manner within your control comply with all Website Policies, which are incorporated by reference herein, including but not limited to Product Policy, Anonymity Policy, Regulatory Policy, Cancellation Policy, Payment Policy, Sales Tax Policy, Shipping Policy, Returns Policy, Shilling Policy, and User Privacy Policy.
3. Fees. Unless otherwise stated, all fees are quoted in U.S. Dollars. You are responsible for paying all applicable taxes and other costs you incur to bid, buy, procure a listing from us or access our servers. We may in our sole discretion add, delete or change some or all of our services at any time.
4. The Website is only a venue. Our site acts as the venue for sellers to conduct auctions

and for bidders to bid on sellers' auctions. We are not involved in the actual transaction between buyers and sellers. As a result, we have no control over the quality, safety or legality of the items advertised, the truth or accuracy of the listings, the ability of sellers to sell items or the ability of buyers to buy items. We cannot and do not control whether or not sellers will complete the sale of items they offer. We cannot and do not control whether or not buyers will complete the purchase of items they have bid on. In addition, note that there are risks of dealing with people acting under false pretense. Because we do not and cannot control the action of others, in the event that you have a dispute with one or more users, you release XS, Inc. (and our agents and employees and any third party partners and/or licensees of XS, Inc.) from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes. If you are a Delaware resident, you waive Delaware Civil Code §1542, which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor." For legal reasons, we cannot nor do we try to control the information provided by other users which is made available through our system. We expect that you will use caution -- and common sense -- when using our site.

5. Bidding and Buying. If you bid on an item and your bid is accepted by the seller (or the buyer in the case of a Name Your Price auction), you are obligated to complete the transaction. Bidding at auction has the same effect in law as entering into a firm purchase order. Bids are not retractable except in exceptional circumstances such as the seller (or buyer) materially changing the description of the item after your bid. If you choose to bid on restricted use pesticides, you are certifying that you have the legal right to purchase these products. All bids are based on F.O.B. destination pricing with freight charges included to your identified facility.
6. Listing and Selling. Listings are text descriptions on the Website selected by you from our product database. If you receive one or more bids at or above your stated minimum, then you are obligated to complete the transaction. You may not use an alias to place bids to make your auction a "hot" auction.
7. Your Information. Your information includes any information you provide to us or other users during the registration, bidding or listing process. With respect to Your Information, you agree that:
  1. You are solely responsible for Your Information, and XS, Inc. acts only as a passive conduit for your online distribution and publication of Your Information. This responsibility includes issuance of all bills of lading and all transportation documents required by the U.S. DOT, the Hazardous Materials Transportation Act, and other applicable statutes and regulations. However, we reserve the right to take any action with respect to such information we deem necessary or appropriate in our sole discretion, including, without limitation, deleting, editing or restricting or suspending access to such information, if we believe it may create liability for us or may cause us to lose (in whole or in part) the services of our ISPs or other suppliers.
  2. Your Information and the sale of your item(s) on the Website: (a) shall not knowingly infringe any third party's United States copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy; (b) shall not violate any law, statute, ordinance or regulation (including without limitation those governing export control, consumer protection, unfair competition, antidiscrimination, false advertising, transportation of hazardous material, or sale, distribution and use of pesticides); (c) shall not be defamatory, trade libelous, unlawfully threatening or unlawfully harassing; (d) shall not contain any viruses, Trojan horses, worms, time bombs, cancelbots or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously

intercept or expropriate any system, data or personal information; and (e) shall not link directly to or include descriptions of goods or services that: (i) are identical to other items you have up for auction but are priced lower than your auction item's minimum bid amount; (ii) are concurrently listed for auction anywhere other than the Website; or (iii) you do not have a right to link to or include. Furthermore, you may not post on our site or sell through our site any item that, by paying to us the transaction fee, could cause us to violate any applicable law, statute, ordinance or regulation.

3. Solely to enable XS, Inc. to use Your Information, so that we are not violating any rights you might have in that information, you agree to grant us a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sublicenseable (through multiple tiers) right to exercise the copyright and publicity rights (but no other rights) you have in Your Information, in any media now known or not currently known, with respect to Your Information, as necessary to accomplish the purpose of this agreement. XS, Inc. will only use Your Information in accordance our Privacy Policy.
8. No Price Manipulation. Sellers may not manipulate the price of their item, either by using a shell (a secondary account or third party) or by bidding themselves.
9. System Integrity. You may not use any device, software or routine to interfere or attempt to interfere with the proper working of the Website or any auction being conducted on our site. You may not take any action which imposes an unreasonable or disproportionately large load on our infrastructure. You may not disclose or share your password to any third parties or use your password for any unauthorized purpose.
10. Breach. We may terminate your membership and any of your current auctions immediately if you breach this Agreement or if we are unable to verify or authenticate any information you provide to us.
11. Right to Terminate. XS, Inc. reserves the right in its sole discretion to refuse service to any user at any time. Further, XS, Inc. reserves the right to terminate the auction of any item at any time with no liability to the seller or prospective buyer of such item.
12. You may terminate this Agreement upon 30 days notice to XS, Inc.; provided, however that such termination will not relieve you of any obligations occurring prior to such termination. Your termination of this agreement terminates our non-exclusive rights of copyright and publicity, under section 7.3.
13. Privacy. Our then-current privacy policies, available below, are incorporated herein by reference.
14. No Warranty. WE, OUR SUPPLIERS AND ANY THIRD PARTY PARTNERS AND/OR LICENSEES OF XS, Inc. PROVIDE THE WEBSITE AND OUR SERVICES "AS IS" AND WITHOUT ANY WARRANTY OR CONDITION, EXPRESS OR IMPLIED. WE, OUR SUPPLIERS AND ANY THIRD PARTY PARTNERS AND/OR LICENSEES OF XS, Inc. SPECIFICALLY DISCLAIM THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. Some states do not allow the disclaimer of implied warranties, so the foregoing disclaimer may not apply to you. This warranty gives you specific legal rights and you may also have other legal rights which vary from state to state.
15. Limit of Liability. IN NO EVENT SHALL WE, OUR SUPPLIERS AND ANY THIRD PARTY PARTNERS AND/OR LICENSEES OF XS, Inc. BE LIABLE FOR LOST PROFITS OR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (HOWEVER ARISING, INCLUDING NEGLIGENCE) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT.
16. With respect to transportation arranged by XS, Inc. or its agent, on behalf of sellers, XS,

Inc. and its agent warrant only that the carrier retained by them on seller's behalf is authorized and qualified to handle the involved commodities at a competitive price and that shipper information given to XS, Inc. or its agent is transmitted to said carrier at or before the time of shipment.

17. OUR LIABILITY, AND THE LIABILITY OF OUR SUPPLIERS AND OUR THIRD PARTY PARTNERS AND/OR LICENSEES, TO YOU OR ANY THIRD PARTIES IN ANY CIRCUMSTANCE IS LIMITED TO THE GREATER OF (A) THE AMOUNT OF FEES YOU PAY TO US IN THE 12 MONTHS PRIOR TO THE ACTION GIVING RISE TO LIABILITY, OR (B) \$100. Some states do not allow the limitation of liability, so the foregoing limitation may not apply to you.
18. General Compliance with Laws. You shall comply with all applicable laws, statutes, ordinances and regulations regarding your use of our service and your bidding on, listing, purchase and sale of items. By participating on XSAg.com, buyers and sellers understand that they are creating electronic contracts for the sale and purchase of products, which immediately satisfies the writing, and signatory requirements as outlined by the Statute of Frauds and Commercial Codes of the jurisdiction(s) involved in the transaction(s).
19. No Agency. You and XS, Inc. are independent contractors, and no agency, partnership, joint venture, employee-employer or franchisor-franchisee relationship is intended or created by this Agreement.
20. Notwithstanding paragraph 19, Seller appoints XS, Inc., or its agent, as Seller's agent for the limited purpose of arranging transportation on Seller's behalf to affect all sales as F.O.B. the place of destination.
21. Notices. Except as explicitly stated otherwise, any notices shall be sent via E-mail to [WebMaster@XSInc.com](mailto:WebMaster@XSInc.com) (in the case of XS, Inc.) or to the E-mail address you provide to XS, Inc. during the registration process (in your case), or such other address as the party shall specify. Notice shall be deemed given 24 hours after E-mail is sent, unless the sending party is notified that the E-mail address is invalid. Alternatively, we may give you notice by certified mail, postage prepaid and return receipt requested, or by Federal Express or other reputable nationwide overnight delivery service to the address provided to XS, Inc. during the registration process. In such case, notice shall be deemed given 3 days after the date of mailing by certified mail or one day after the date of mailing if sent by Federal Express or other overnight carrier.
22. General. This Agreement shall be governed in all respects by the laws of the State of North Carolina as such laws are applied to agreements entered into and to be performed entirely within North Carolina between North Carolina residents. Both parties submit to jurisdiction in North Carolina and further agree that any cause of action arising under this Agreement shall be brought exclusively in a court in Raleigh, North Carolina. We do not guarantee continuous, uninterrupted or secure access to our services, and operation of our site may be interfered with by numerous factors outside of our control. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section. Our failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches. This Agreement sets forth the entire understanding and agreement between us with respect to the subject matter hereof.
23. Disclosures. The services hereunder are offered by XS, Inc., located at 2610 Wycliff Road, Suite 402, Raleigh, North Carolina 27607.

## Anonymity Policy

XS, Inc. believes that anonymity is of significant value to our customers and therefore takes all

possible precautions to maintain the anonymity of the buyer with respect to the seller and vice versa. These precautions extend to the design of our site, our transportation processes, the use of all bid information (see also Privacy Policy), and all other actions within our control. We expect all users to respect and support this goal of maintaining users' privacy and anonymity. However, we cannot guarantee that our precautions will be effective or that such anonymity will not be breached or compromised in an unauthorized or unanticipated manner. Use of our site, or any information gained from use of our site (such as but not limited to product package or serial numbers of purchased product) in an attempt to compromise the anonymity of other users is strictly forbidden. XS, Inc. will pursue legal action against any person or organization we suspect of violating this policy.

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## Cancellation Policy

We are sorry, but we cannot accept cancellation of bids or orders. We also cannot accept cancellation of "For Sale" listings once a bid has been made or of Name Your Price orders. All bids and orders are final. Should your bid win, it becomes your order and will be billed and shipped accordingly.

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## Shilling Policy

Shilling is the activity of bidding against your own product listing to drive the price up, and is strictly forbidden. XS, Inc. has designed the system to restrict shilling and will actively pursue any member who we believe to be shilling.

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## Tax Policy

Sales tax or other tax collection and payment (where applicable) is not the responsibility of XS, Inc. Buyers on the site certify that they are exempt from state sales taxes and if they are not, shall pay applicable taxes.

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## Supply Policy

XS, Inc. is committed to making the Website a reliable means of sourcing agricultural inputs. To that end we will make all reasonable efforts to ensure reliable supply if a seller fails to meet its obligation in a given transaction in a timely manner, then at XS, Inc.'s sole discretion, XS, Inc. will have the right but not the obligation to seek an alternative supply of the applicable product at any price and from any location in which it is available, and permit such alternate supplier to substitute this product and complete the transaction with the applicable buyer. Any cost difference between the original sales price plus freight and the substituted sales product price plus freight will be the responsibility of the original seller who failed to meet its obligation. Seller will make such payments to XS, Inc. within five days of receipt of documentation of such cost difference from XS, Inc. and XS, Inc. will forward such payment to the alternate supplier. XS, Inc. makes no representations or warranties as to the availability of alternate supply, but reserves the right to arrange such alternate supply when feasible. The foregoing obligation of seller will be in addition to any other remedies provided by this agreement or available at law.

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## Product Policy - Chemical and Seed Venues

### *Product Descriptions*

We strive to bring you the most up-to-date product information possible. Details on each product, including product descriptions, brand names, labels, MSDS', DOT information, federal and state registration numbers and establishment numbers, Worker Protection Information and SARA title III reporting information are available from the supplier or manufacturer of the product through the "greenbook". (DOT, Worker Protection Information and SARA title III reporting information are premium services provided by C&P Press for \$50/year). Some of this information is made available through the Website for the convenience of our members. However, the information is not verified or substantiated by XS, Inc., may not be timely and we cannot be held responsible for any third party's inaccuracies or omissions. Correct documentation, product labels and labeling, packaging, and transportation information remains the responsibility of the seller.

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### *Product Quality:*

Products offered through the Website are certified by sellers to be first quality, new products in original, unopened packaging. Furthermore, Sellers posting items for sale warrant that the items are properly identified and free from defect or alteration, recognizing that potential buyers are relying upon information provided by Seller, and are offered for sale within any labeled shelf life of the product.

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### *Product Registration:*

With respect to chemicals, only products registered in accordance with the Federal Insecticide, Fungicide and Rodenticide Act may be offered for sale. In addition, products sold into a particular state must be registered for use in that state. It is the responsibility of the seller to insure that only properly registered products are sold to buyers. Since the seller cannot know the destination state until the auction is completed, buyers are encouraged to carefully check the EPA registration number of each product bid upon, and to ensure compliance with all regulations. If upon winning an auction (at which time the destination state is known), if a product sale is determined to be in violation, XS, Inc. may, but is not under a duty to, cancel the transaction. If the seller or buyer realizes the error they must notify XS, Inc. immediately at 1-877-497-2436 (toll-free). If the error is determined in advance of freight company dispatch, any funds collected will be returned (ACH to originating account of buyer) and the next bidder will be contacted and offered the product. If the product is no longer wanted by the second place bidder, it can be re-listed for auction at the discretion of the seller. If the transaction is determined to be in violation of any regulations, and the product has been picked up by the freight service provider, all freight fees will be charged to the seller of the product.

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### *Product Labeling*

Products must be properly labeled in compliance with all regulations, including regulations in the destination state. Compliance is the responsibility of the seller.

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### *Seed*

With respect to seed sales, in the event that the seed size ordered is not available, XS, Inc. will contact buyer to determine if an alternative seed size can be substituted.

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### *Regulatory Policy*

XS, Inc. supports the adherence to regulatory and stewardship responsibilities by sellers and buyers of crop protection chemicals. Although XS, Inc. does not take title to any products sold using the process provided on its Internet site, XS, Inc. recognizes the importance of managing and archiving all transaction data to facilitate adherence to these laws. While transactions taking place on the Website are anonymous, all information collected relating to the sale of products, licensing and registration of sellers and buyers and customer profiles will be made available to regulatory officials in the event of an emergency or to meet the requirements of federal, state, and local authorities. Any member using false or inaccurate information to conduct transactions using the Website's process will therefore be subject to prosecution as prescribed by federal and/or state law. XS, Inc. reserves the right to deny membership to any party it believes to be providing false or misleading information.

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### *Payment Policy*

All buyer payments must be transferred to the XS, Inc. electronic lock box at Bank of America and held on behalf of the buyer BEFORE the product can be delivered. This step is taken for the protection of both the seller and the buyer. These funds will not be released to the seller until the buyer has had 48 hours to confirm receipt of product in good order and the freight company transmits confirmation of product delivery and acceptance by the buyer to XS, Inc. Until that time, all funds remain on account with XS, Inc.

Payments to sellers will be released on the third business day after satisfactory delivery of product to the buyer. Payments will be made in the form of ACH transfers from XS, Inc. to the seller. Requests from sellers of payment in other forms (check, wire, etc.) are subject to handling charges for each request.

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### *Shipping Policy*

We try to ship most items for receipt within ten business days of auction close. To maintain the lowest-cost-possible benefit of the Website's service, we only ship via our freight partners. These partners are various regional and national carriers that have been specifically selected for their ability to provide service and anonymity for our customers. UPS ground may be used for high value, low volume shipments. XS, Inc. will make the determination of the best freight company for each transaction. All freight charges are included in the funds transfer and are credited to the freight company after delivery of the product. We are unable to redirect loads in transit to another address.

All Sellers shall be the named shipper and beneficial owner of product until receipt by buyer. Notwithstanding XS, Inc.'s assistance in doing so, Seller shall be responsible for preparation of a conforming bill of lading showing XS, Inc. as the consignee and shall provide all other shipping documents, including placards, if necessary, when tendering shipments for transit. Routing instructions, including the identity of the Buyer, shall be provided by XS, Inc. or its agent to the delivering carrier on a blind shipment basis.

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### *Transportation Incidents*

It is the responsibility of the Seller to include a 24-hour emergency contact telephone number (such as Chemtrac) on all bills of lading and all documents related to the shipment of their products. Resolution of the cost of cleanup will be between the transportation carrier and the Seller. Costs related to package failure are the responsibility of the Seller.

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### *Additional Charges*

Sellers are responsible for any truck detention charges at the loading seller's site. Buyers are responsible for any accessorial charges at the unloading site. Validation will be required from the carrier before charges are assessed. Additional charges for which the seller is responsible will be deducted from the sales proceeds seller receives, or if funds have already been remitted to the seller, funds equal to the additional charges will be deducted from seller's bank account directly via ACH. Additional charges for which the buyer is responsible will be deducted from buyer's bank account directly via ACH or charged to the same credit facility used to make the associated purchase.

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### *Freight Damage*

If your package was damaged in transit we will assist you with your claim to the freight provider. See Returns and Claims Policy for more detail.

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### *International Shipping*

Unfortunately, we are unable to sell or ship our products to residents outside the United States (or US territory members) presently.

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### *Returns and Claims Policy*

The product sales are final and are non-returnable except under special circumstances as outlined below.

It is the responsibility of the buyer to carefully examine the shipment upon arrival before signing any Delivery Notice or Bill of Lading indicating that the shipment has been received in good order. If a product is damaged in transit, the buyer must decide between two courses of action. In most cases, the buyer should accept the shipment, note any discrepancies on the delivery documents, and file a claim with the carrier through XS, Inc. to recover any damages. In the case of extensive damage, or some condition that makes the shipment unsuitable overall, the buyer may be able to reject the shipment altogether, and the seller will be responsible for filing a claim with the carrier through XS, Inc. The buyer should immediately call XS, Inc. toll free at 1-877-497-2436 for assistance in resolving the problem. Please be prepared to explain in detail exactly what the problem is. Our carriers are responsible for inspecting the product when it is picked up; therefore, if a problem exists, the first line of recourse is with the carrier. In this case, XS, Inc. will help file a claim with the carrier.

If the problem is outside the responsibilities of the carrier (e.g., the wrong product, of the wrong quantity, improperly labeled, not in its original container or otherwise different than the product

represented by the seller), then XS, Inc. will resolve the matter on a case-by-case basis. If the buyer and seller disagree as to who is in error, both parties agree to arbitration by XS, Inc., its agent or other impartial arbitration service provider. If the seller is at fault due to negligence or misrepresentation of the product, then the seller will be held responsible for all transportation and handling costs incurred as a result of the entire transaction, including roundtrip freight as well as any inspection or arbitration costs. If the buyer is determined to be in error, then buyer must accept the goods as received at the agreed price and pay for any inspection or arbitration costs.

If upon resolution, return shipping is required, XS, Inc. will arrange transportation with our carriers and issue the appropriate documentation, including a Return Merchandise Authorization. No returns shall be made without the approval and authorization of XS, Inc.

The buyer has only 48 hours to reject non-conforming goods, or to report a claim of any kind.

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## Product Policy - Parts Venue

### *Parcel Freight*

XS, Inc. will calculate estimated freight charges from the seller's zip code or postal code to the zip code or postal code provided by buyer for shipment. The estimate will be based on the cost to ship packages individually, assuming an average weight per box, as calculated by UPS's Online™ Solution system. The seller will charge the buyer the actual shipping cost, not to exceed the estimate, based on the actual weight of the parts shipped using competitive ground transportation rates.

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### *Return and Restocking Policy:*

XS, Inc. is a neutral trading floor for buyers and sellers allowing them to contract at the most efficient market clearing price. In case of a return, a re-stocking fee of up to 20% plus the cost of freight may be charged by the seller.

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### *Billing Policy:*

The seller will bill the buyer directly at time of shipment.

XS, Inc. will debit the seller's bank account daily via ACH for all transaction fees due. Transactions fees are based on the full value of the buyer's order (not including freight). The transaction fee for parts sales is 5%.

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## Member Privacy & Security Policy

### **TRUSTe Licensee**

XS, Inc. is a licensee of the TRUSTe Privacy Program. This statement discloses the privacy practices for the Website. When you visit a Website displaying the TRUSTe trustmark, you can expect to be notified of: What personally identifiable information of yours is collected; What organization is collecting the



information; How the information is used; With whom the information may be shared; What choices are available to you regarding collection, use and distribution of the information; What kind of security procedures are in place to protect the loss, misuse or alteration of information under the company's control; and How you can correct any inaccuracies in the information.

Questions regarding this statement should be directed to [Webmaster@XSinc.com](mailto:Webmaster@XSinc.com). If the Website has not responded to your inquiry or your inquiry has not been satisfactorily addressed, please contact TRUSTe ([http://web.archive.org/web/20000815052821/http://www.truste.org/users/users\\_watchdog.html](http://web.archive.org/web/20000815052821/http://www.truste.org/users/users_watchdog.html)).

To return to the Website, please use the "Back" button on your browser.

XS, Inc. has created this privacy policy in order to demonstrate our firm commitment to our Member's privacy. The following discloses our information gathering and dissemination practices for the Website:

#### *Privacy*

- o We use your IP address to help diagnose problems with our server, and administer our Website.
- o Your IP address is used to gather broad demographic information.
- o We use cookies to track your transactions and maintain information about your activities on our site. Due to the technology utilized to build this site, the Website cannot operate without cookies. For more information about cookies, go to the [Technical Requirements](#) page of our website.
- o Our site's registration form requires users to give contact information (user name, address, telephone number and E-mail address).
- o The user can correct or update personal information in the Registration Information section of the [Member Profile](#) page.
- o We use customer contact information from the registration form to send the user information about our company and information about auctions. The customer's contact information is also used to contact the customer when necessary (for transportation or banking problems, for example). We may provide registration information (except license/permit, bank, and credit card number information) to certain of our third party partners and/or licensees to send users information regarding such third party products or services.
- o XS, Inc. will not release specific personal information to any third party other than XS, Inc.'s Internet partners. We will only use aggregate data to understand trends, pricing and other broad demographic information.
- o All information collected relating to the sale of products, licensing and registration of sellers and buyers and customer profiles will be made available to regulatory officials in the event of an emergency or to meet legal requirements.
- o Users may opt out of receiving future mailings; see the opt out section below.
- o Financial information that is collected is used to transfer funds to and/or from the customer's account for products and services. On our Parts Venue, financial information is provided to sellers for transaction execution purposes.
- o XS, Inc. reserves the right to disclose your personal information as explicitly set forth in the User Agreement and as otherwise required by government or law enforcement officials. XS, Inc. can, and you hereby authorize us to, disclose any information to law enforcement or other government officials that XS, Inc., in its sole discretion, believes necessary or appropriate in compliance with the law.
- o This site contains links to other sites. XS, Inc. is not responsible for the privacy practices or the content of such Websites.

#### *Security*

This site has security measures in place to protect the loss, misuse and alteration of information under our control. SSL is employed where private information is involved, and further security measures are taken to protect data on our servers. However, we cannot guarantee that such security measures will be sufficient and will not be breached and that your information may not be disclosed or otherwise accessed in an unauthorized manner.

No data is stored on our client's machine. All data is stored in an SQL server database on RAID 5 hardware and is protected by user id and password.

#### Opt Out

If you would like to be removed from our database and not receive future communications or to no longer receive our service, you can send an E-mail to [Webmaster@XSinc.com](mailto:Webmaster@XSinc.com). We are required to maintain information on past transactions to accommodate inquiries from federal and state regulatory authorities.

If you have any questions about this privacy and security policy, the practices of this site, or your dealings with this web site, you can contact [Webmaster@XSinc.com](mailto:Webmaster@XSinc.com) by E-mail or write to XS, Inc., 2610 Wycliff Drive, Suite 402, Raleigh, NC 27607. Telephone toll free: 1-877-497-2436.

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To accept the User Agreement, you must logon and go to the User Agreement link on the "Your Profile" page.

[Start](#)[Buy](#)[Sell](#)[Register!](#)[Search](#)[Site Map](#)

XSAg toll-free 1-877-497-2436 Mon-Thu 7:30AM-9:00PM, Fri 7:30AM-6:00PM, Sat 9:00AM-2:00PM  
(all time Eastern Time)

XSAg.com Official Date & Time: 8/15/2000 1:28:20 AM

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